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12 *Attorneys for Plaintiff*  
13 **HYDRAFACIAL LLC**  
14

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION  
18

19 HYDRAFACIAL LLC, formerly known  
as EDGE SYSTEMS LLC, a California  
20 limited liability company,

21 Plaintiff,

22 vs.

23 MED SPA ESSENTIALS LLC,  
formerly known as BEANSTALK  
24 FINANCIAL CAPITAL I, LLC,

25 Defendant.  
26  
27  
28

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Case No. 2:25-cv-01994-E

~~PROPOSED~~ **FINAL CONSENT  
JUDGMENT AND PERMANENT  
INJUNCTION**

Honorable Charles F. Eick

NOTE CHANGES MADE BY THE  
COURT, PAGE 4

1 Plaintiff HydraFacial LLC, formerly known as Edge Systems LLC  
2 (“Plaintiff”), and Defendant Med Spa Essentials LLC, formerly known as Beanstalk  
3 Financial Capital I, LLC (“Defendant”) hereby stipulate and jointly move for entry  
4 of final judgment as follows:

5 1. That this Court has subject matter jurisdiction over this action as well as  
6 personal jurisdiction over Plaintiff and Defendant.

7 2. That venue is proper in this judicial district.

8 3. That Plaintiff owns each of U.S. Trademark Registration Nos. 4,317,059  
9 (“’059 Registration”) and 4,738,970 (“’970 Registration”) for the mark  
10 HYDRAFACIAL®. The ’059 Registration, ’970 Registration, and Plaintiff’s  
11 common law rights are herein collectively referred to as the “HydraFacial®  
12 Trademarks.”

13 4. That the HydraFacial® Trademarks are each valid and enforceable.

14 5. That each of the HydraFacial® Trademarks has acquired secondary  
15 meaning.

16 6. That Defendant, together with its officers, directors, agents, servants,  
17 employees and affiliates thereof, representatives, and all other persons acting or  
18 attempting to act in concert or participation with them, is permanently enjoined and  
19 restrained from selling, offering to sell, importing, displaying, advertising,  
20 distributing, marketing, or promoting any products or services using the  
21 HydraFacial® Trademarks or any mark comprising the words “hydro” or “hydra” in  
22 combination with the word “facial.”

23 7. That Defendant, together with its officers, directors, agents, servants,  
24 employees and affiliates thereof, representatives, and all other persons acting or  
25 attempting to act in concert or participation with them, is permanently enjoined and  
26 restrained from challenging or contesting, or assisting and/or funding any third party  
27 in challenging or contesting the validity, enforceability, or ownership of the  
28

1 HydraFacial® Trademarks.

2 8. That Final Judgment be entered consistent with the foregoing terms.

3 9. That this Final Judgment and Permanent Injunction are entered into  
4 pursuant to a settlement agreement between Plaintiff and Defendant.

5 10. That parties affirmatively waive any and all rights to appeal this Final  
6 Consent Judgment and Permanent Injunction.

7 11. That this Court retain jurisdiction over this matter to enforce compliance  
8 with the Permanent Injunction.

9 12. That each party will bear its own costs and attorneys' fees for this action.

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11

Respectfully submitted,

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Dated: July 25, 2025

Dated: July 25, 2025

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LEVENFELD PEARLSTEIN, LLC

MORGAN, LEWIS & BOCKIUS, LLP

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15

/s/ Harold D. Israel (with permission  
July 14, 2025)

/s/ Ali S. Razai

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Harold D. Israel

Ali S. Razai

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*Attorney for Defendant Med Spa*  
*Essentials LLC*

Ali S. Razai

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Benjamin J. Everton

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Joshua B. Dalton

Christian D. Boettcher

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*Attorneys for Plaintiff HydraFacial*  
*LLC*

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### **FILER'S ATTESTATION**

24

Pursuant to Local Rule 5-4.3.4 regarding signatures, I hereby attest that  
25 concurrence in the filing of this document has been obtained from all signatories  
26 above.

27

DATED: July 25, 2025

/s/ Ali S. Razai

28

Ali S. Razai

*It is so ordered and adjudged.*

*Dated: 7/28/25*

*United States Magistrate Judge*

**CERTIFICATE OF SERVICE**

I am a citizen of the United States of America and I am employed in Orange County, California. I am over the age of eighteen years and not a party to the within action. My business address is 600 Anton Boulevard, Suite 1800, Costa Mesa, CA 92626-7653.

On July 25, 2025, I served the foregoing document on counsel shown below via electronic mail:

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I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 25, 2025, at Costa Mesa, California.



Vanessa Green